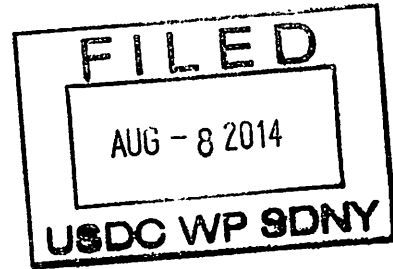


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Attorneys for Plaintiff



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

14 CIV. 6292

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HALL & COTTON, INC.

14 Civ. 6292 (GBD)

Plaintiff,

COMPLAINT

- against -

MEDITERRANEAN SHIPPING COMPANY, S.A.,

JUDGE DANIELS

Defendant.
-----X

Plaintiff, HALL & COTTON, INC., by and through its attorneys, Casey & Barnett LLC,
as and for its Complaint, alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

PARTIES

2. At all material times, HALL & COTTON, INC. (hereinafter "Hall & Cotton" or "Plaintiff") was and is a corporation organized and existing by virtue of one of the states of the United States with an office and place of business located at 2500 South Main Street, Springfield, TN 37172, and was the owner/consignee of a consignment of 93 cases Tobacco Strips on board the M/V ANS, as more specifically described below.

3. At all material times, defendant, MEDITERRANEAN SHIPPING COMPANY, S.A. (hereinafter "MSC") was and is a corporation organized and existing by virtue of the laws



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JUDICIAL

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of a foreign state with an office and place of business located at 420 Fifth Avenue, New York, New York 10018 and at all relevant times, was and is still doing business within the jurisdiction of this Honorable Court as a common carrier.

4. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

5. On or about July 4, 2013, a consignment consisting of 93 Cases Tobacco Strips, laden in container number MSCU 9470399, then being in good order and condition, was delivered to MSC and/or its agents in Cartagena, Colombia in consideration of an agreed upon freight, pursuant to MSC bill of lading number MSCUBC218142 dated July 4, 2013, for transportation to Wilson, North Carolina.

6. Thereafter, the aforementioned consignment was loaded aboard the M/V ANS and the vessel sailed for its intended destination.

7. On or about August 19, 2013, container number MSCU 9470399 was delivered to the cargo receiver in Wilson, North Carolina.

8. Upon discharge and delivery, it was discovered that the certain of the cargo, to wit: 10 cases, was found to be wet and otherwise damaged.

9. As a result of the foregoing, Hall & Cotton sustained a loss of \$9,245.30 for the consignment.

10. The damage to the cargo was not the result of any act or omission of the Plaintiff but, to the contrary, was due solely as the result of the negligence, fault, neglect, breach of contract of carriage, and bailment on the part of the Defendant and/or its agents.

11. By reason of the foregoing, plaintiff has sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be \$9,245.30.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff against Defendant for the amount of Plaintiff's damages in the amount of at least \$9,245.30, together with interests, costs and the disbursements of this action; and
3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
August 7, 2014
176-63

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: /s/ Martin F. Casey
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